

THIS CONTRACT made at the City of St. John's, in the Province of Newfoundland and Labrador, this ____ day of _____, 20_____.

BETWEEN:

CITY OF ST. JOHN'S, a statutory corporation,
pursuant to the City of St. John's Act, RSNL
1990, c.C-17, as amended

(hereinafter called the "City")

AND:

_____, a body corporate
duly registered to carry on business in the Province
of Newfoundland and Labrador

(hereinafter called "Prime Consultant")

For and in consideration of the sum of One dollar (\$1.00) paid by the City to Prime Consultant (the receipt of which is hereby acknowledged) and the terms and conditions contained herein the parties hereto agree as follows:

ARTICLE A-1 THE WORK

- (a) shall perform all the work required by the Contract Documents for the provision of professional consulting services for the _____.
- (b) shall do and fulfill everything indicated by this Contract.
- (c) shall commence the work on the ____ **day of** _____, **201**____ and substantially perform the work of the Contract on the ____ **day of** _____, **201**_____.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is a list of Contract Documents referred to in Article A-1 which shall form part of this Contract:

1. Terms of Reference
2. Prime Consultant's Proposal
3. Prime Consultant General Conditions
4. Certificate of Insurance
5. O.H.S. Act Declaration
6. W.H.S.C.C. Certificate
7. Certificate of Good Standing from Registry of Companies

ARTICLE A-3 CONTRACT PRICE

The City shall pay to the Prime Consultant in lawful money of Canada for the performance of the Contract, the amounts stated in the Proposal of the Prime Consultant, subject to the adjustments provided herein and in the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

Subject to applicable legislation, the City shall make regular payments to the Prime Consultant.

ARTICLE A-5 COMPLIANCE WITH APPLICABLE LEGISLATION

The Prime Consultant agrees to comply with all applicable federal, provincial and municipal legislation.

ARTICLE A-6 INDEMNITY

- (a) The Prime Consultant shall use due care in the performance of its obligations under this Contract to ensure that no person is injured and no property is damaged.

- (b) The Prime Consultant shall indemnify and save harmless the City, its officers, employees and agents from and against all claims, liabilities and demands, including damage to property or injury or death to a person, arising out of any wrongful or negligent act or omission of the Prime Consultant, its officers, employees or agents, caused by or in any way related to the performance of this Contract.

ARTICLE A-7 ADDITIONAL COMPENSATION

The parties agree that the compensation provided for in Articles 3 and 4 of herein shall be the only form of compensation paid by the City to the Prime Consultant and that for no purpose or reason whatsoever shall the employees or principals of the Prime Consultant be considered to be employees of the City.

ARTICLE A-8 ASSIGNMENT AND SUCCESSION

- (a) This Contract shall not be assigned in whole or in part by the Prime Consultant without the express written permission of the City and if approved, an Assignment of Contract Agreement is to be executed by the City, the Prime Consultant, and the Assignee.

- (b) The Contract Documents listed in Article A-2 are all to be read into and form part of this Contract and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A-9 NOTICE

All notices to be given hereunto by either party shall be in writing and given by personal delivery or sent by certified or registered mail, return receipt requested, email or fax to the other and the date of any notice by certified or registration thereof, delivered or addressed to the parties as follows:

TO THE CITY: Department of Planning, Engineering and Regulatory Services
Attention:
City of St. John's
PO Box 908
St. John's, NL A1C 5M2
Phone # 709 _____
Fax # 709 _____
Email: _____@stjohns.ca

TO

Address: _____

Phone # _____

Fax # _____

Email: _____

or any such address as the parties may designate to the other by written notice in a manner provided above.

ARTICLE A-10 ADDITIONAL PROVISIONS

- (a) In the event that any provision of this Contract is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this Contract which will continue to be in full force and effect.
- (b) The waiver by either party or any breach or violation or any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach or violation.
- (c) This Contract shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
- (d) Any modification of this Contract must be in writing and signed by both parties or it shall have no effect and shall be void.

IN WITNESS WHEREOF the seal of each of the parties hereto has hereunto affixed in accordance with its rules and regulations in that behalf and in the presence of its fully authorized officers in that behalf as at the day and year first before written.

THE COMMON SEAL of the
City of St. John's was hereunto
affixed in the presence of:

MAYOR

WITNESS

CITY CLERK

THE COMMON SEAL of
was hereunto affixed in the presence of:

SCHEDULE I

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SCHEDULE II

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SCHEDULE III

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SCHEDULE IV

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SCHEDULE V

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